

Samuel Brown (Ark. Bar No. 2020210)
Sanford Law Firm, PLLC
Kirkpatrick Plaza
10800 Financial Centre Pkwy, Suite 510
Little Rock, Arkansas 72211
(501) 500-9744
samuel@sanfordlawfirm.com

Attorney for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA
PHOENIX DIVISION

Todd Heichel, Rudy Castro, Justin
Garmendia, Joshua Holgate and Randi
Pitts, Each Individually and on Behalf of
All Others Similarly Situated,

Plaintiffs,

v.

Tri City Transport, LLC, SWWOOP,
LLC, and Michael Butler,

Defendants.

NO. 2:22-cv-1513-PHX-SMM

**DECLARATION OF
CASSIDY DORIUS**

I, Cassidy Dorius, do hereby swear, affirm, and attest as follows, based upon my
personal knowledge of the matters contained herein:

1. My name is Cassidy Dorius, and I am over the age of 18 and duly qualified
to execute this declaration.

2. I am a resident and domiciliary of the State of Arizona.

1 3. I was employed by Tri City Transport, LLC, SWWOOP, LLC, and
2 Michael Butler (“Defendants”), from October of 2021 to April of 2022. Defendants
3 operated a non-emergency medical transport and medical supply delivery business.

4 4. I worked for Defendants as a delivery driver. My employment caused me
5 to drive to various places in Arizona to perform deliveries.

6 5. Defendants paid me \$0.80 per mile driven, regardless of how many hours
7 I worked each week.

8 6. As a delivery driver, my primary duties were delivering medicine and
9 transporting people to appointments.

10 7. I was required to maintain and pay for an operable, safe, and legally
11 compliant automobile, while paying for related costs, gasoline, insurance, cell phone
12 costs, and other necessary delivery equipment.

13 8. I was not reimbursed for any actual expenses and was not reimbursed at
14 the IRS standard business mileage rate for the miles I drove.

15 9. During my time working for Defendants, I was expected to be available
16 for deliveries between the hours of 3 AM and 9 PM, Monday through Saturday of every
17 week and sometimes Sunday as well. I could not decline delivery assignments during
18 this time, and Defendants told me that if I did decline an assignment during this time I
19 would be disciplined or fired.

20 10. I frequently worked hours over 40 in a week and did not receive an
21 overtime premium for these hours.

22

11. Defendants also failed to pay me any mileage reimbursement beyond the standard 80 cents per mile pay I received.

12. As a result of the unreimbursed mileage, automobile, and other job-related expenses incurred, I was deprived of minimum and overtime wages guaranteed to me by the FLSA.

13. Defendants did not pay me my final paycheck.

14. Defendants owe me a total of \$73,712.63 which is shown by a calculation of damages that is attached to my declaration. I am owed \$24,570.88 in back wages for unpaid overtime premiums and minimum wages, and under the liquidated damages provisions of the Fair Labor Standards Act, I am owed an equal amount in liquidated damages. In addition, under Arizona Revised Statute § 23-355, I am entitled a further equal amount as treble damages.

PURSUANT TO 28 U.S.C. § 1746, I VERIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 14 day of August, 2024.

Cassidy Dorius
CASSIDY DORIUS

Date	Total Estimated Miles	Total Hours	Total Pay	Minimum Wage	IRS Reimbursement Rate	Kickback	Minimum Wage Damages	OT Damages	Total Damages	Treble Damages
10/1/21	1800	80	\$1,440.00	\$12.80	0.585	\$1,053.00	\$637.00	\$256.00	\$893.00	\$2,679.00
10/8/21	1800	80	\$1,440.00	\$12.80	0.585	\$1,053.00	\$637.00	\$256.00	\$893.00	\$2,679.00
10/15/21	1800	80	\$1,440.00	\$12.80	0.585	\$1,053.00	\$637.00	\$256.00	\$893.00	\$2,679.00
10/22/21	1800	80	\$1,440.00	\$12.80	0.585	\$1,053.00	\$637.00	\$256.00	\$893.00	\$2,679.00
10/29/21	1800	80	\$1,440.00	\$12.80	0.585	\$1,053.00	\$637.00	\$256.00	\$893.00	\$2,679.00
11/5/21	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
11/12/21	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
11/19/21	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
11/26/21	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
12/3/21	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
12/10/21	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
12/17/21	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
12/24/21	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
12/31/21	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
1/7/22	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
1/14/22	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
1/21/22	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
1/28/22	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
2/4/22	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
2/11/22	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
2/18/22	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
2/25/22	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
3/4/22	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
3/11/22	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
3/18/22	1800	80	\$1,440.00	\$12.80	0.625	\$1,125.00	\$709.00	\$256.00	\$965.00	\$2,895.00
3/25/22	675	30	\$0.00	\$12.80	0.625	\$421.88	\$805.88	\$0.00	\$805.88	\$2,417.63
							\$18,170.88	\$6,400.00	\$24,570.88	\$73,712.63